

## IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, ALABAMA

|                                 |   |                   |
|---------------------------------|---|-------------------|
| ROBERT CYRUS,                   | ) |                   |
|                                 | ) |                   |
| Plaintiff,                      | ) |                   |
|                                 | ) |                   |
| vs.                             | ) | CASE NO.:         |
|                                 | ) |                   |
| HYUNDAI MOTOR COMPANY,          | ) |                   |
| HYUNDAI MOBIS, INC. (formerly   | ) |                   |
| known as HYUNDAI PRECISION CO.) | ) | JURY TRIAL DEMAND |
| HYUNDAI TRANSLEAD (formerly     | ) |                   |
| known as HYUNDAI PRECISION CO.) | ) |                   |
| HYUNDAI MOTOR AMERICA, and      | ) |                   |
| HYUNDAI MOTOR MANUFACTURING )   |   |                   |
| OF ALABAMA, LLC.,               | ) |                   |
|                                 | ) |                   |
| Defendants.                     | ) |                   |

JULY 16 PM 3:25  
CIRCUIT COURT OF  
MONTGOMERY COUNTY  
FILED

**COMPLAINT**

1. Plaintiff Robert Cyrus is over 21 years of age and a resident citizen of Montgomery County, Alabama.
2. Defendant Hyundai Motor Company (HMC) is a corporation, and at times relevant this complaint, was doing business in Montgomery County, Alabama. Defendant Hyundai Mobis, Inc, formerly Hyundai Precision Co., (MOBIS) was at times relevant to this complaint, doing business in Montgomery, Alabama. Defendant Hyundai Translead, Inc., formerly Hyundai Precision Co., (TRANSLEAD) was at times relevant to this complaint, doing business in Montgomery, Alabama. Defendant Hyundai Motor America at times relevant to this complaint was doing business in Montgomery County, Alabama. Defendant Hyundai Motor Manufacturing of Alabama, LLC. at times relevant to this complaint was located at, and had its principal place of business in Montgomery, Alabama.
3. Plaintiff was employed at Mercedes Benz U.S. International, Inc. in the fall of 2001

when he was approached by Hyundai Motor Company to come to work for Hyundai as the head of purchasing for a new start up operation; building Hyundai automobiles in the United States.

4. After several overtures from Hyundai, in April, 2002 Mr. Ted Chung came to Birmingham, Alabama and met with plaintiff Robert Cyrus. Chung said he was the Executive Vice-President of Hyundai Motor Company, Procurement Division as well as the Executive Vice-President of the Management Administration Division of Hyundai Precision Co. He represented to Cyrus that he was the son-in-law of the chairman of the board of Hyundai Motor Co, and so Cyrus could rely on what he said.

5. Chung told Cyrus that Hyundai was starting a new project, called Project "V", or "V" Project. He told Cyrus that this would be the first automobile manufacturing facility in the United States for Hyundai Automobiles. He told Cyrus that he was looking to hire him as the first American employee of this new start-up project.

6. Chung made several promises to Cyrus in order to persuade him to give up his job at Mercedes and come to work for Hyundai. Chung told Cyrus that he would come to work for Hyundai, and his employment would initially be with Hyundai Motor America for administrative purposes and then he would become an employee of the legal entity that Hyundai formed to run the manufacturing plant. Chung told Cyrus that no matter what form the new entity took that Cyrus would always be the top American employee in that project. Chung told Cyrus that he would be hired as the director of purchasing for the new Santa Fe (CM) / Sonata project (NF), and that he would be responsible for direct purchasing of parts and components only. Chung told Cyrus that for the first two years after the new entity was formed and came into existence that it would have a Korean Vice-President of Procurement to whom Cyrus would report, and that Vice-President, in

turn, would report to Chung, who would be the Executive Vice President of Procurement for the new entity.

7. Chung told Cyrus that the Korean Vice-President would stay for two years after the new entity was formed and started. Chung promised Cyrus that after the Korean VP left that Cyrus would be promoted to the position of Vice-President of Procurement for the new entity. This promise was a material inducement for Cyrus's decision to quit working for Mercedes Benz and come to work for defendants.

8. Chung told Cyrus that though he would report to the Vice President in Alabama that Cyrus would also report to Chung, as well. Chung told Cyrus that he would tell "Mr. Keith" at Hyundai Motor America about the proposal and that he would be sent an offer from Hyundai Motor America that spelled out the particulars of the compensation package.

9. Cyrus was contacted by Mr. Keith Duckworth, Vice-President of Administrative Services for Hyundai Motor America who told him that Mr. Ted Chung had told him all about their discussions. Duckworth then proceeded to negotiate with Cyrus the specifics of the compensation package that Cyrus would be paid. Duckworth sent Cyrus an offer letter April 26, 2002. Subsequently Cyrus and Duckworth negotiated concerning the exact compensation: salary, bonus, vacation, vehicle, and relocation expenses. On May 3, 2002 Cyrus clarified these conversations in a letter to Duckworth.

10. On May 16, 2002 Duckworth sent Cyrus an offer letter that said he would be the director of plant procurement reporting to Ted Chung, Executive Vice-President Management Administration Division of Hyundai Precision. It specified that his starting salary would be \$11,666.67 per month and that he would be entitled to the benefits a new HMA employee was

eligible to receive. The offer further set out that when Hyundai Motor Manufacturing Alabama becomes a viable and legal business entity that his benefits with HMA would cease and his benefits would be provided by Hyundai Motor Manufacturing of Alabama. Duckworth told Cyrus that these benefits were to at least the same as Hyundai Motor America's benefit package. The offer letter also reflected that he was eligible for annual bonuses.

11. This offer was subject to further negotiation regarding compensation which resulted on May 20, 2002 in an addendum to the offer letter of May 16, 2002. With respect to the bonus, it was agreed that Cyrus would receive bonuses based on 225% of his monthly salary. This promise of a bonus based on 225% of his monthly salary was a material inducement for Cyrus leaving Mercedes and going to work for Defendants.

12. On May 21, 2002, relying on the promises made by Ted Chung and Keith Duckworth plaintiff quit his employment of 8 years with Mercedes Benz U. S. International, Inc., and accepted employment with Hyunda. Cyrus began working for Hyundai Motor America on May 22, 2002.

13. In September 2002 the new legal entity was created for the Hyundai manufacturing plant. It was called Hyundai Motor Manufacturing Alabama, LLC., and it was a corporation with its principal place of business in Montgomery, Alabama. At that time Plaintiff was transferred on paper from Hyundai Motor America to Hyundai Motor Manufacturing Alabama LLC (HMMA). At HMMA Plaintiff reported to Vice-President of Procurement Mark Lee, the Korean Vice-President that Ted Chung had told him he would report to. Ted Chung became the Executive Vice President for Procurement for HMMA. At that time HMMA reaffirmed the agreement between Cyrus and Hyundai Motor America.

14. Though plaintiff was repeatedly commended for his good work , accomplishments

and performance, he was not given an annual performance evaluation.

15. Plaintiff was given a signing bonus, but he was never given the bonus of 225% of his monthly salary that he had been promised.

16. In October 2003, Plaintiff spoke to Greg Kimble, Director of HR for HMM A, about his not getting the promised bonus. Kimble told him to be patient, that they were working on it. Kimble acknowledged at that time to Cyrus that the bonus was due.

17. In April 2005 after plaintiff had not received bonuses in either 2003 or in 2004 as he had been promised he spoke with Mark Lee, Vice-President of Procurement for HMMA about this and also put his concerns in writing and attaching the offer letter and addendum showing where the bonus had been promised to him. Lee acknowledged that the company owed Cyrus for the bonuses. Despite Lee's acknowledgment that the bonuses were owed, Cyrus was never paid the bonuses.

18. Cyrus was not promoted to the position of Vice-President of Procurement after 2 years, in September 2004, as he had been promised by Chung. Vice-President Mark Lee remained in the position until 2005. Even when Mark Lee was transferred back to Korea Plaintiff was not promoted to Vice-President of Procurement of HMMA.

19. Defendants never intended to promote Cyrus to the position of Vice President of Procurement of Hyundai Motor Manufacturing Alabama, LLC. In 2005 Keith Duckworth was made Deputy President and Chief Executive Officer of Hyundai Motor Manufacturing Alabama, LLC. In the fall of 2005 Cyrus spoke with Duckworth about concerns he had with a new Korean Manager. Duckworth told Cyrus that everyone in management thought Cyrus was doing an outstanding job. Cyrus spoke to Duckworth about not getting promoted to the position of Vice President of Procurement as Ted Chung had promised. Duckworth said he never heard Chung say anything about

that.

COUNT I

20. Plaintiff adopts and realleges each and every material averment as if specifically set out herein:

21. Defendants breached their contract with plaintiff when they failed to pay him the bonuses promised.

22. As a consequence of Defendants' breach of contract plaintiff has suffered damages.  
WHEREFORE, plaintiff demands judgment against defendants for unpaid bonuses, plus interest.

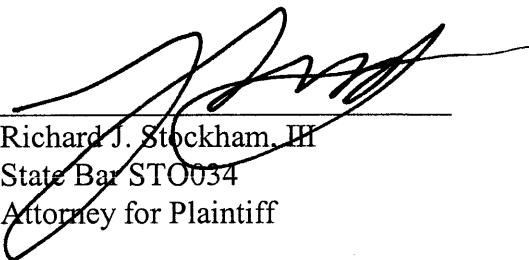
COUNT II

23. Plaintiff adopts and realleges each and every material averment as if specifically set out herein.

24. Defendants made representations and/or suppressed facts upon which plaintiff relied and/or acted to his detriment. Said representations and/or suppressions were false and were made willfully, and/or wantonly, and/or recklessly and/or with a disregard to their truth, and knowing that Plaintiff was relying on them to be truthful and forthcoming. Defendants are guilty of deceit.

25. As a result of defendants' misrepresentations, suppressions and deceit plaintiff has suffered injuries, including pecuniary loss , mental anguish and emotional distress.  
WHEREFORE, plaintiff demands judgment against defendants for compensatory and punitive damages.

Richard J. Stockham, III  
State Bar STO034  
Attorney for Plaintiff

  
Plaintiff demands trial by struck jury on all issues triable to a jury.

**SERVE DEFENDANTS BY CERTIFIED MAIL AT:**

Hyundai Motor Manufacturing Alabama LLC  
c/o Richard E. Neal  
700 Hyundai Blvd.  
Montgomery, AL 36105

Hyundai Motor Company  
c/o National Registered Agents, Inc.  
150 S Perry St.  
Montgomery, AL 35104

Hyundai Mobis, Inc.  
c/o National Registered Agents, Inc.  
150 S Perry St.  
Montgomery, AL 35104

Hyundai Translead  
c/o National Registered Agents, Inc.  
150 S Perry St.  
Montgomery, AL 35104

Hyundai Motor America, Inc.  
c/o National Registered Agents, Inc.  
150 S Perry St.  
Montgomery, AL 35104